



JANE D. HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



THOMAS G. SCHMITT
State Engineer

E. JACK HAMMITT
Joint Project
Administrator

28 May 1998

Mr. Harvey Friedson, PE
City of Tempe Public Works Director
31 East 5th Street
Tempe, AZ 85281

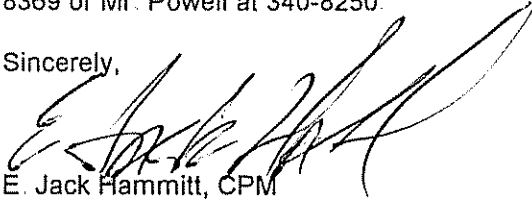
Re: Project No. H4450 01X
Scope: Provide ITS Traffic Management Services to the AzTech Project
Agreement JPA 97-21
Amendment No. 1

Dear Mr. Friedson:

Effective 19 May 1998, the State desires to amend the above referenced agreement to reflect a six percent (6%) salary adjustment increase (\$2511.00 per pay period) for the City furnished AzTech employee (Mr. Jim Decker).

All other terms and conditions of the agreement remain the same. To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Powell at 340-8250.

Sincerely,


E. Jack Hammitt, CPM
Joint Project Administrator

Concur for the City of Tempe

By Harvey Friedson
Date 5/29/98
(date)

AG Contract No. KR97-0404TRN
ADOT ECS File No. JPA 97-21
Project: H4450 01X
Scope: Provide ITS Traffic
Management Services to the
AzTech Project

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into 25 April 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the CITY OF TEMPE, acting by and through its MAYOR and CITY COUNCIL (the
"City").

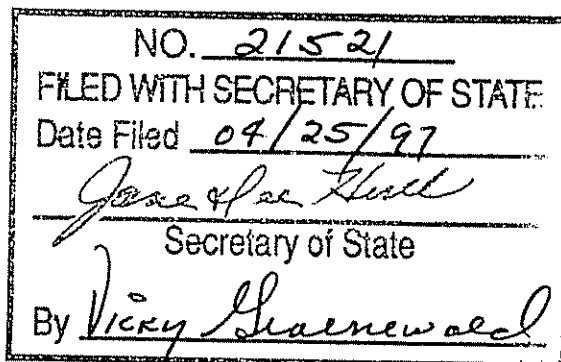
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Section 1.03 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The US Department of Transportation has allocated \$7,500,000.00 to the metropolitan Phoenix area to be administered by the State and Maricopa County to accomplish the program via a State, County and private sector partnership known as the "AzTech Project", for the expressed purpose of implementing the Integrated Regional Advanced Traveler Information System, and demonstrate intelligent transportation systems throughout the area and involve State, County, regional and local jurisdictions. This program requires significant professional expertise in the traffic management arena, and the City has agreed to provide the program with a skilled traffic management technician, on a cost reimbursement basis, at a cost estimated at \$60,000.00 per year, all at State expense.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Appoint a program coordinator within the State's Model Deployment Initiative Administration office to interface with the City relating to the program and the duties and responsibilities of the traffic management technician.

b. Be responsible for all direct costs associated with the traffic management technician, and any City wage increases afforded other similar City employees. Such costs shall exclude employee/employer overhead, benefit and/or insurance costs, and any City profit or fees.

c. No more often than monthly, reimburse the City within thirty (30) days after the receipt and approval of invoices, in the amount of \$2,300.00 per pay period, based on a 40 hour work week and twenty six (26) pay periods per year.

2. The City will:

a. Appoint a program coordinator within the City to interface with the State relating to the project and the duties and responsibilities of the traffic management technician. Retain the traffic management technician as a regular full-time City employee. Be responsible for all employee benefit, insurance, retirement, and similar costs. Provide the employee with workers compensation insurance.

b. Invoice the State monthly in the amount of \$2,300.00 per pay period, based on a 40 hour work week and twenty six (26) pay periods per year. For the purposes of, and during the performance of this agreement, the traffic management technician position with the City is exempt and is not eligible for overtime.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect for a period of 18 months from the effective date of this agreement unless cancelled by either party or other competent authority with a thirty (30) day notice.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tempe
City Manager
Box 5002
Tempe, AZ 85280

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE

STATE OF ARIZONA
Department of Transportation

By Neil G. Giuliano
NEIL G. GIULIANO
Mayor

By Victor M. Mendez
VICTOR M. MENDEZ
Deputy State Engineer

ATTEST

By Helen R. Fowler
HELEN FOWLER
City Clerk

RESOLUTION

BE IT RESOLVED on this 9th day of April 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tempe for the purpose of defining their respective responsibilities for implementing the Integrated Regional Advanced Traveler Information System, and demonstrate intelligent transportation systems throughout the area and involve State, County, regional and local jurisdictions.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for 
LARRY S. BONINE
Director

APPROVAL OF THE CITY OF TEMPE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 11th day of April, 1997.

C. Brad Woodford
City Attorney

CERTIFICATION

I, Helen R. Fowler, City Clerk for the City of Tempe, Maricopa County, Arizona, do hereby certify the attached to be a true and exact copy of the minutes of the Regular City Council Meeting of February 13, 1997, of the City of Tempe, Arizona.

Dated this 16th day of April, 1997.

A handwritten signature in cursive script, reading "Helen R. Fowler". The signature is written in black ink and is positioned above the printed name and title.

Helen R. Fowler, CMC
City Clerk

Dr , Tempe, AZ 85281, Thomas Leach, agent. Approval is conditioned on final compliance with community development.

- **31. **LIQ LIC (0210-02)** Held a public hearing and approved a person transfer series 9 liquor store license application (#51318) from 7 Eleven Store #27370B, John Lonsinger, owner, to 7-Eleven Store #27370C, 1310 E Broadway Rd. #101, Tempe, AZ 85281, Fred Rebhun, owner
- **32. **LIQ LIC (0210-02)** Held a public hearing and approved a person transfer series 9 liquor store license application (#51538) from MegaFoods Stores, Inc., Fred Ries, agent, to Bashas' Inc., dba MegaFoods, 1706 E Southern Ave , Tempe, AZ 85282, Michael Basha, agent.
- **33. **LIQ LIC (0210-02)** Held a public hearing and approved a person transfer series 9 liquor store license application (#51470) from Jerry's Liquors, Joseph Maloof, owner, to Diala Grocery & Liquor, LLC , dba Jerry's Drive In Liquor, 1217 S Rural Rd., Tempe, AZ 85281, Mikhael Chahoud, agent
- **33a. **LIQ LIC (0210-02)** Held a public hearing and approved a special event liquor license application (#37700) for Tempe East Rotary Club, 4636 E University Dr. #250, Tempe, Joseph Diemer, agent, to be held at a charity auction at the Tempe Boys & Girls Club, 715 W. 5Th St. Tempe, on February 22, 1997, from 5.00pm to Midnight.
- **33b. **LIQ LIC (0210-02)** Held a public hearing and approved a special event liquor license application (#42800) for Our Lady Of Mt Carmel Parish, 1712 W. Tulsa, Chandler, Stephen Walsh, agent, to be held at Our Lady Of Mt Carmel Church, 2121 S Rural Rd , on March 9, 1997, from 11:00am to 7.00pm.
- *34. **ABATEMENTS (0602)** Authorized abatement of the property located at 2507 E. McArthur Dr to remove all weeds, trash/litter and debris (Complaint #CP961214)
- *35. **TRANSPORTATION PLANNING (1101-01)** Approved Contract #97-18 with the Arizona Department of Transportation (ADOT) assigning a Tempe employee to serve on the Intelligent Transportation System (ITS) Model Deployment Team. Jim Decker, signal systems analyst, will be assigned to ADOT for a period of twelve to fifteen months, to work on the federally funded project.

ADOT has received funding from the United States Department of Transportation to create the ITS, a system which will integrate transportation

technologies State-wide. AZTech, a regional transportation consortium comprised of representatives from municipal, county, state, and federal transportation agencies, was formed to administer the project, and Jim Decker was asked to be a representative of that group.

The ITS project will result in coordinated traffic management information related to traffic incidents and special events; it will establish a means for synchronizing traffic signal systems throughout entire regions; and it will provide a central clearinghouse in which comprehensive traffic data regarding signal systems, roadway closures, and accidents will be stored. The project will make important traffic information easily accessible to individual drivers, users of mass transit, and local agencies who utilize transportation data.

The ITS project will positively impact the City of Tempe, other Valley cities, and the State. Jim Decker will also benefit from this assignment by gaining valuable experience in ITS deployment.

The employee assigned to the project will remain a regular full-time employee of the City of Tempe, and the State (ADOT) will reimburse the City for the employee's wages during the assignment. There is no fiscal impact to the City of Tempe.

- *36. **STAFF FACILITIES ADMIN (1001-04)** Approved **Contract #97-19** with Geotechnical and Environmental Consultants, Inc., in an amount not to exceed \$25,000 and **Contract #97-20** with JEM Environmental Services in an amount not to exceed \$25,000. (Exact amounts are contingent upon actual numbers of samples taken and exact amount of buildings surveyed, which will be determined in the field) These contracts will provide the professional inspection, survey and sampling, along with detailed final reports which will locate the buildings owned by the City of Tempe that contain asbestos-containing material and lead-based paint. These reports will then be used as documentation for operations and maintenance plans, as well as provide the necessary employee training required by OSHA and EPA.

- *36a **RIO SALADO MASTER PLAN (0112-07-03)** Approved **Contract #96-108a** which modifies the Hayden Ferry Development Agreement requiring the completion of a preliminary/final P.A.D. within a specified time frame.

On March 25, 1993, the City Council authorized the execution of the Development and Disposition Agreement with Benton-Robb Development on the Hayden Ferry site. That agreement was subsequently amended on



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

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MAIN PHONE : 542-5025

TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0404TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 24, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section